

**Cooperation Agreement
between
the Office of the United Nations Children's Fund (UNICEF) in Moldova
and
the State Chancellery of the Republic of Moldova
on
2016-2017**

PREAMBLE

This Cooperation Agreement (hereinafter "CA") reflects an understanding and agreement of the parties (hereinafter "Parties") on mutual cooperation in supporting the activities of the Permanent Secretariat of the National Council for Child Rights Protection part of State Chancellery of the Republic of Moldova (hereinafter " the Secretariat of the NCCRP") on "Strengthening intersectorial collaboration and cooperation among central and local public authorities, civil society organizations, other partners to ensure promotion, fulfillment and monitoring of the rights of children in Moldova" in the framework of the UNICEF-Government of Moldova Country Programme of cooperation for 2013-2017.

WHEREAS,

- A** UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and ninety one countries to advance children's rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child.
- B** UNICEF works closely with the Government of Moldova in line with the Standard Basic Cooperation Agreement between the Government of the Republic of Moldova and UNICEF and Country Programme Document for 2013-2017.
- C** The National Council for Child Rights Protection (NCCRP) represents the inter-sectorial coordinating body in the field of child rights and is mandated to ensure inter-ministerial cooperation in the development of comprehensive social policy in child and family protection, supervision and coordination of activities related to child protection and family.
The Secretariat of the NCCRP is the executive structure of the Council, which carries the current functions of coordinating the development, implementation and monitoring of government policy on child protection.
- D** Both parties with this CA will enter into a strategic agreement to ensure promoting national policies and coordination of development strategies and Government programmes on child and family protection; strengthening of social partnership and cooperation between central and local public authorities and provide support to communication and information capacity on Child rights.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, **the Parties agree as follows:**

- 1** Both parties agree to work together on various program priorities to implement specific activities as outlined in the Annex A to this CA.
- 2** Both parties will keep each other informed regularly on various activities undertaken under this CA specified in Annex A.

- 3 The State Chancellery will ensure adequate level of visibility¹ on UNICEF technical support to activities agreed. The use of logo will be approved in advance by UNICEF.
- 4 Both parties will ensure timely progress reports as agreed within the framework of the Annex B to this CA.

ROLES AND RESPONSIBILITIES

5 The Parties agree to carry out the respective responsibilities in accordance with the provisions of the CA and in respect of the principles of full accountability and transparency, appropriate internal controls, and specified oversight mechanisms.

6 UNICEF Moldova agrees to:

- Provide financial support to the State Chancellery in the amounts not exceeding the planned budget as specified in the Annexes to this CA;
- Provide support to the State Chancellery in planning, implementation and monitoring of outlined activities;
- Ensure proper monitoring of implementation of the CA on an on-going basis;
- Participate in the regular NCCRP meetings and other activities organized by the Secretariat of the NCCRP;

7 The State Chancellery agrees to:

- Implement the activities outlined in accordance with the descriptions, budgets and timeframes provided in the Annexes of this CA;
- Manage the funds provided in a due and transparent manner;
- Ensure allocation of expertise for timely implementation of the CA;
- Report any issues and changes in implementation of the CA;

Given that the Secretariat of the NCCRP is part of the structure of the State Chancellery, it does not have status of a legal entity, signatory rights, own stamp or a distinct bank account management of this CA, including contracting activities in accordance with the national legislation shall be performed and reported by the specialized subdivisions of the State Chancellery.

The State Chancellery shall provide to the office of the Secretariat of the Council security of property, bear the costs for the maintenance of the premises, utilities and telephone, and will support organization of meetings of the National Council, its Technical Group and thematic work groups, and various working sessions organized by the Secretariat with representatives of the competent authorities.

USE OF UNICEF BRAND AND PARTNERSHIP COMMUNICATION

8 The parties will promote partnership amongst stakeholders and ensure visibility of the activities and results of the CA.

9 To promote the partnership the Secretariat of the NCCRP will UNICEF logo to inform about specific activities of the Cooperation Agreement. The content of the communication will require UNICEF approval.

10 The partnership will be showcased in both parties' websites and the link to the partner's page will be created.

11 Both parties will not abuse, infringe, or otherwise violate the respective organization's brand or signature. The provision shall survive the expiration or early termination of this Agreement.

12 The grant of this right does not constitute an endorsement of the Secretariat of the NCCRP business or services by UNICEF or the United Nations.

REPRESENTATIONS AND WARRANTIES

¹ *Visibility of UNICEF technical support will be ensured on all project related documents and in various press releases*

- 13 The State Chancellery represents and warrants to UNICEF that no child labour was employed in the manufacture, production, marketing or distribution (whatever is applicable to line of business). The State Chancellery agrees that a breach of the representation and warranty in this Clause is a breach of an essential term of this Agreement.

CONFIDENTIALITY

- 14 The Parties will take all reasonable steps consistent with their principles, to keep the terms and conditions of this Agreement confidential and will not disclose them to a non-Party without the express permission of both Parties; provided, however, that this obligation of confidentiality and non-disclosure will not extend to information which: (a) is known by the disclosing Party prior to the effective date of this Agreement; (b) enters the public domain through no fault of the disclosing Party; or (c) is required to be disclosed by the disclosing Party. The State Chancellery acknowledges that UNICEF is an international, inter-governmental organization committed to transparency and disclosure of its operations and activities.

TERMS AND TERMINATION

- 15 This Agreement is signed for a period from _____ 2016 till 31st December 2017. The term of this Agreement can be extended for a specified period of time by mutual written agreement between the Parties.
- 16 This AC will continue until the end of the partnership period; provided however that in the event of a breach by one of the Parties of the terms of this Agreement, the non-breaching Party or Parties may request the breaching Party in writing to remedy such breach within thirty (30) days and if the breaching Party shall fail to remedy said breach within the specified time, or if the breach cannot be remedied, the non-breaching Party or Parties may terminate this Agreement forthwith in writing, without prejudice to any right which may have accrued to the breaching Party.
- 17 Under specific valid circumstances² outlined in writing the duration of this agreement can be terminated by each of the parties with a minimum of three (3) months written notice.

NO WAIVER OF PRIVILEGES AND IMMUNITIES

- 18 Nothing in this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this Agreement will be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

RESOLUTION OF DISPUTES

- 19 All Parties will use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this Agreement. Where they wish to seek an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or in accordance with such other procedures as may be agreed upon. Subject to Clause 18, any such dispute, controversy, or claim, which is not settled amicably within sixty (60) days after receipt by one Party of another Party's request for such amicable settlement, will be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration rules then obtaining.

² Specific valid circumstances refer to specific conditions that occur during the project implementation and it is beyond the control of the partner to remedy such circumstances. Such circumstance for example can be lack of sufficient funding for a specific financial year enabling the implementation of the project activities.

The Parties will be bound by an arbitration award rendered as a result of such arbitration as the final adjudication of such dispute. The costs of the procedure will be equally shared by the Parties to the dispute. In no event will UNICEF be liable for incidental, indirect, or consequential damages or for lost revenues or profits. The arbitral tribunal will have no authority to award punitive damages or interest in excess of four percent (4%) per annum, simple interest not compound. As used herein, the term "UNICEF" means UNICEF, and the term "UNICTRAL" means the United Nations Commission on International Trade Law.

MISCELLANEOUS PROVISIONS

- 20** This Agreement will be executed in both English and Romanian language, and the English-language version will prevail.
- 21** This Agreement contains all the covenants, stipulations and provisions agreed by the Parties with respect to the subject matter hereof. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 22** All Parties will comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this Agreement.
- 23** The State Chancellery will not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of its rights, claims or obligations under this Agreement except with prior discussion and written consent with UNICEF.
- 24** The State Chancellery warrants that no official of UNICEF has received or will be offered by the State Chancellery any direct or indirect benefit arising from this Agreement. The State Chancellery agrees that breach of this provision is a breach of an essential term of this Agreement.
- 25** The Agreement will enter into force on the date of signature.

In witness whereof, the undersigned, being duly authorized thereto, have signed the present Cooperation Agreement in Chisinau on _____ 2016 in English and Romanian in two equivalent copies.

SIGNATURES

UNICEF
Nune Mangasaryan
UNICEF Representative to Moldova
Signature:

The State Chancellery
Tudor COPACI
General Secretary of the Government
Signature:

Activities

Name/description of activity	UNICEF cash contribution, MDL
Output 1. Coordination: Promoting national policies and ensuring cross sectorial collaboration to adapt and implement key national child-related strategies and programmes	346,050 MDL
Assuring activity of a Technical Group of the NCCRP to ensure a smooth functioning of the NCCRP between regular meetings and address key emerging issues for children.	65,350 MDL
Ensure cross- sectorality on SDGs relevant to children throughout SDGs localisation process	0 MDL
Assuring activity of the active Work Group on Parenting Strategy for 2014-2020 and Action Plan, including contribution to addressing problems of children left behind	7,500 MDL
Coordination to address the problem of out of school children through involvement of central and local public authorities	14,600 MDL
Assuring activity of an active work group on Cross-sectorial coordination of adjustments of legislative and normative framework to address the problems of children under 3 years old	11,250 MDL
Contribution to activity of the active Consultative Council on implementation of inclusive education development Program in the Republic of Moldova for 2011-2020 (Inclusive education/ Children with disabilities/ Roma etc), chaired by the MoEd	0 MDL
Technical support on legal issues, review and development of regulatory framework etc.	124,950 MDL
Technical support on coordination, organisation of meetings, logistics, administrative work, follow up etc	122,400 MDL
Output 2. Monitoring: Ensure proper monitoring of progress on decision taken to operationalize key child related policies and issues outlined under Output 1	89,361 MDL
Regular monitoring of progress on decisions taken to operationalize key child related policies and issues outlined under Output 1	0 MDL
Monitoring of implementation of Moldova-EU Association Agreement National Action Plan (focused on the activities related to Chapter 27 Collaboration in the area of Child Rights protection and promotion) - organisation of 3 sub-national/regional meetings	71,915 MDL
Monitoring of work of the LPAs at raion level to ensure implementation of child-rights policies (Raional and municipal Councils of Child Rights Protection - RCCRP)	17,446 MDL
Monitoring implementation of RCCRP work plans (every 6 months) based on the reports presented to the Secretariat	0 MDL
Regular monitoring of RCCRP activities at local level (6 field visits)	17,446 MDL
Output 3. Technical support and strengthening capacity of NCCRP structures at central and local level to coordinate and monitor child rights issues	358,320 MDL
Support to strengthen capacities of secretaries of Rayon/Municipal Councils for Child Rights Protection	136,500 MDL
Improve data dissemination, information sharing and raising awareness on child rights issues through publically accessible official webpage www.cnpdc.gov.md	53,000 MDL
Support to increase visibility of the NCCRP	101,500 MDL
Technical support to improve external communication	67,320 MDL
Sub-total for programmatic Outputs	793,731 MDL
Effective and efficient programme management	55,561 MDL
UNICEF overhead (7% of the cash component)	55,561 MDL
Sub-total for programme management	55,561 MDL
Total cash contribution (MDL)	849,292 MDL (43,280 USD)

Tranches

		Currency/Amount:
1.	1st tranche	82,022 MDL
2.	2nd tranche	274,749 MDL
3.	3rd tranche	115,646 MDL
4.	4th tranche	164,523 MDL
5.	5th tranche	102,185 MDL
6.	6th tranche	110,167 MDL
	total	849,292 MDL